

# **EXHIBIT A**

## **SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS**

This Settlement Agreement and Mutual Release ("RELEASE") is made by and among IBRAHIM S. KHAER, FOUIZA MOHAMED HADGAG, HAMDİ HASSAN AHMED SIYAM and GEBREMESKEL YEMANE KIDST and MUAYEH ABU ELHAWA (aka MAWYA ABU AL-HAWA), JIHAD KHATIB and OLIVE BRANCH KABOB LLC.

WHEREAS, certain disputes have arisen among the parties for the payment of wages (the "Dispute").

WHEREAS, IBRAHIM S. KHAER, FOUIZA MOHAMED HADGAG, HAMDİ HASSAN AHMED SIYAM and GEBREMESKEL YEMANE KIDST filed suit, *Khaer et al. v. Al Kawathar, LLC et al*, Case 1:16-cv-00652-JCC-MSN 1:16-cv-00942-CMH-MSN, in the United States District Court for the Eastern District of Virginia against MUAYEH ABU ELHAWA (aka MAWYA ABU AL-HAWA), JIHAD KHATIB and OLIVE BRANCH KABOB LLC among others.

THEREFORE, in order to resolve the Dispute as between these parties only, MUAYEH ABU ELHAWA (aka MAWYA ABU AL-HAWA) has agreed to pay to IBRAHIM S. KHAER, FOUIZA MOHAMED HADGAG, HAMDİ HASSAN AHMED SIYAM and GEBREMESKEL YEMANE KIDST Forty-Five Thousand Dollars and No Cents (\$45,000.00), in care of their counsel, Matthew T. Sutter, as secured and evidenced by the promissory note attached hereto and otherwise enter into this Mutual Release of claims.

1. IBRAHIM S. KHAER, FOUIZA MOHAMED HADGAG, HAMDİ HASSAN AHMED SIYAM and GEBREMESKEL YEMANE KIDST each hereby releases MUAYEH ABU ELHAWA (aka MAWYA ABU AL-HAWA), JIHAD KHATIB and OLIVE BRANCH KABOB LLC and their attorneys, officers, agents, servants, employees, stockholders, heirs, executors, administrators, successors, assigns, parents, affiliates and subsidiary corporations, from any and all actions, causes of action, claims, demands, costs, expenses, liabilities, attorney's fees, and debts of any kind and character, whether contractual, statutory or tortious in nature, or of any other nature, in law or in equity.

2. MUAYEH ABU ELHAWA (aka MAWYA ABU AL-HAWA), JIHAD KHATIB and OLIVE BRANCH KABOB LLC each hereby releases IBRAHIM S. KHAER, FOUIZA MOHAMED HADGAG, HAMDİ HASSAN AHMED SIYAM and GEBREMESKEL YEMANE KIDST and their attorneys, officers, agents, servants, employees, stockholders, heirs, executors, administrators, successors, assigns, parents, affiliates and subsidiary corporations, from any and all actions, causes of action, claims, demands, costs, expenses, liabilities, attorney's fees, and debts of any kind and character, whether contractual, statutory or tortious in nature, or of any other nature, in law or in equity.

3. In conjunction with the execution of this Release and promissory note attached, and upon receipt of the original of the same, counsel for IBRAHIM S. KHAER, FOUIZA MOHAMED

HADGAG, HAMDİ HASSAN AHMED SIYAM and GEBREMESKEL YEMANE KIDST shall cause any remaining causes of action to be dismissed with prejudice against MUAYEH ABU ELHAWA (aka MAWYA ABU AL-HAWA), JIHAD KHATIB and OLIVE BRANCH KABOB LLC, subject to the further approval of the court.

\_\_\_\_\_  
MUAYEH ABU ELHAWA

\_\_\_\_\_  
Date

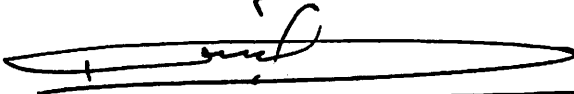
\_\_\_\_\_  
JIHAD KHATIB

\_\_\_\_\_  
Date

OLIVE BRANCH KABOB LLC

By: MUAYEH ABU ELHAWA, its \_\_\_\_\_

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
IBRAHIM S. KHAER


2/7/17  
Date

  
\_\_\_\_\_  
FOUIZA MOHAMED HADGAG

2/7/17  
Date

  
\_\_\_\_\_  
HAMDİ HASSAN AHMED SIYAM

2/6/17  
Date

  
\_\_\_\_\_  
GEBREMESKEL YEMANE KIDST

2-6-17  
Date

HADGAG, HAMDİ HASSAN AHMED SIYAM and GEBREMESKEL YEMANE KIDST shall cause any remaining causes of action to be dismissed with prejudice against MUAYEH ABU ELHAWA (aka MAWYA ABU AL-HAWA), JIHAD KHATIB and OLIVE BRANCH KABOB LLC, subject to the further approval of the court.



MUAYEH ABU ELHAWA



JIHAD KHATIB

2/2/2017  
Date

2/2/2017  
Date

OLIVE BRANCH KABOB LLC



By: MUAYEH ABU ELHAWA, its \_\_\_\_\_

2/2/2017  
Date

IBRAHİM S. KHAER

\_\_\_\_\_  
Date

FOUIZA MOHAMED HADGAG

\_\_\_\_\_  
Date

HAMDİ HASSAN AHMED SIYAM

\_\_\_\_\_  
Date

GEBREMESKEL YEMANE KIDST

\_\_\_\_\_  
Date

# PROMISSORY NOTE

FEBRUARY \_\_\_\_ 2017

Vienna, Virginia

8226 2<sup>nd</sup> Ave  
Vienna, VA 22182

**THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR/MAKER AND ALLOWS THE CREDITOR/NOTEHOLDER TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT ANY FURTHER NOTICE.**

## **1. BORROWER'S PROMISE TO PAY**

I, MUAWIYEH ABU ELHAWA, (herein called "Borrower") promise to pay FORTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$45,000.00) (this amount is called "principal") to the order of MATTHEW T. SUTTER (herein collectively called "Creditor"). It is understood that Creditor may transfer this Promissory Note ("Note"). Creditor, or anyone who takes this Note by transfer and who is entitled to receive payments under this Note, is called the "Note Holder."

## **2. PAYMENTS**

Unless paid prior to the date due, the Borrower shall make one payment of ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00) on or before February 7, 2017. Thereafter, Borrower shall pay ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00) on or before the 10<sup>th</sup> of each month for forty-four (44) consecutive months until the entire principal is paid. All such payments shall be made payable to the order of "MATTHEW T. SUTTER," delivered in care of Matthew T. Sutter, Esq., 616 N. Washington Street, Alexandria, VA 22314 or other address designated in writing, signed by Matthew T Sutter, Esq.

## **3. INTEREST RATE**

This Note shall bear no interest.

## **4. BORROWER'S FAILURE TO PAY AS REQUIRED**

### **(A) Late Charge for Overdue Payments**

If Creditor has not received the full amount of any payment set forth in Section 2 above by the date it is due, Borrower will pay a late charge to the Note Holder. The amount of the charge will be ten percent (10%) of the overdue payment of principal.

**(B) Default**

If Borrower does not pay the full amount of set forth in Section 2 above on the date it is due, Borrower will be in default.

**(C) Notice of Default**

If Borrower is in default, the Note Holder may send written notice to Borrower requiring Borrower to pay the full amount of any overdue payment of principal and all interest owed on the same by a certain date.

**(D) No Waiver by Note Holder**

Even if, at a time when Borrower is in default, the Note Holder does not require immediate payment in full as described above, the Note Holder will still have the right to do so if Borrower is in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required Borrower to pay immediately in full as described above, the Note Holder will have the right to full reimbursement, by Borrower, for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses shall include, but not be limited to, reasonable attorney's fees and court costs.

**(F) Confession of Judgment**

In the event of any default under this Note, Borrower does hereby constitute and appoint the Note Holder, or Matthew T. Sutter, Esq., as Borrower's lawful attorney-in-fact for Borrower and in Borrower's name and stead, to appear before the Circuit Court of Fairfax County to confess judgment against Borrower for all amounts due and owing under this Note and all costs of collection including, but not limited to, attorney's fees in the amount of thirty-three and one-third percent (33 1/3%) of all amounts then due and owing under this Note. Upon entry of judgment, such judgment shall bear an interest rate of twelve percent (12%) per annum, compounded annually.

**5. PREPAYMENT**

Borrower may prepay in part or in full with no penalty, provided all accrued interest and all other expenses or charges due hereunder have been paid current. Such payments shall operate to discharge the loan at an earlier date and shall not, except by written agreement, operate to reduce the amount of unpaid payments.

**6. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or mailing it by first class mail to the Borrower's address above or at a different address if Borrower provides Note Holder with written notice of a different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 2 above or at a different address if Note Holder provides Borrower with written notice of a different address.


7. **WAIVERS**

Borrower and any person who has obligations under this Note waive the rights of presentment, demand, protest and notice of dishonor and hereby waive the benefit of all exemptions, including, but not limited to, the homestead exemption. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

8. **GOVERNING LAW**

This Note shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Virginia, excluding its conflicts of law principles. Borrower and Creditor hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either party against the other.

IN WITNESS WHEREOF, the undersigned Borrower has duly caused this Note and its seal affixed as of February 2, 2017.

  
[SEAL]  
MUAWIYEH ABU ELHAWA CI, BORROWER

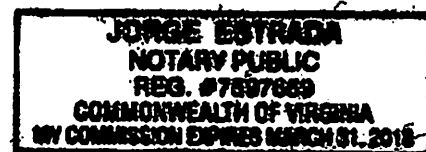
COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Fairfax, TO WIT:

The foregoing instrument was acknowledged before me by MUAWIYEH ABU ELHAWA on this 2 of February 2017.

  
NOTARY PUBLIC

My commission expires: 03/31/2018

Registration no.: 7597669



Settlement Sheet for Khaer et al. v. Al Kawathar, LLC et al, Case 1:16-cv-00652-JCC-MSN 1:16-cv-00942-CMH-MSN

DATE	PRINCIPAL AMOUNT	FEES AND COSTS	IBRAHIM S. KHAER	FOUIZA MOHAMED HADGAG	HAMDI HASSAN AHMED SIYAM	GEBREMESKEL YEMANE KIDST
2/7/2017	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
3/10/2017	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
4/10/2017	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
5/10/2017	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
6/10/2017	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
7/10/2017	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
8/10/2017	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
9/10/2017	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
10/10/2017	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
11/10/2017	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
12/10/2017	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
1/10/2018	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
2/10/2018	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
3/10/2018	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
4/10/2018	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
5/10/2018	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
6/10/2018	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
7/10/2018	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
8/10/2018	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
9/10/2018	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
10/10/2018	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
11/10/2018	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
12/10/2018	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
1/10/2019	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
2/10/2019	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
3/10/2019	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
4/10/2019	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
5/10/2019	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
6/10/2019	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
7/10/2019	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
8/10/2019	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
9/10/2019	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
10/10/2019	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
11/10/2019	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
12/10/2019	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
1/10/2020	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
2/10/2020	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
3/10/2020	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
4/10/2020	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
5/10/2020	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
6/10/2020	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
7/20/2020	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
8/10/2020	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
9/10/2020	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
10/10/2020	\$1,000	\$400.00	\$199.20	\$276.60	\$51.00	\$73.20
TOTALS:	\$45,000	\$18,000.00	\$8,964.00	\$12,447.00	\$2,295.00	\$3,294.00

IBRAHIM S. KHAER 1/1/17 (date); FOUIZA MOHAMED HADGAG FM 1/7/17 (date); HAMDI HASSAN AHMED SIYAM HS 2/6/17 (date);  
 GEBREMESKEL YEMANE KIDST K/G (date); MATTHEW T. SUTTER ESQ. MS 2/6/17 (date)

2-06-17